

***HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY,
FLORIDA***

***REQUEST FOR PROPOSAL
FOR
EXTERNAL AUDIT SERVICES***

*Housing Finance Authority of Palm Beach County, Florida
100 Australian Avenue, Suite 410
West Palm Beach, Florida 33406
(561) 233-3652*

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATE FORMAT.

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**PART I
GENERAL INFORMATION**

1.1 DEFINITIONS

For the purposes of this Request for Proposals (the “RFP”):

“Authority” shall mean the Housing Finance Authority of Palm Beach County, Florida, a public body corporate and politic organized and existing under the laws of the State of Florida.

“County” shall mean Palm Beach County, Florida.

“Proposer” shall mean a contractor, consultant, proposer, organization, firm, developer, or other person(s) who is a certified public accountant, submitting a response to this RFP. Proposals from joint ventures will not be considered.

“State” shall mean the state of Florida.

1.2 PURPOSE

This RFP provides guidelines for the submission to the Authority of proposals for **External Audit Services**.

1.3 INVITATION TO PROPOSE

The Authority is soliciting proposals from qualified independent certified public accountants and/or firms licensed to practice and authorized to do business in the State for the purpose of providing an annual examination of the basic financial statements of the Authority. The audit shall be conducted for the purpose of forming an opinion of the basic financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements. The term of the engagement shall be for an initial three (3) years, beginning with the fiscal year ending September 30, 2018 and concluding with the fiscal year ending September 30, 2020, with two options for an additional two (2) years each, subject to the approval of the Authority in accordance with Section 1.10 Award herein.

1.4 TIMETABLE

- A. On **Friday, September 14, 2018**, the Authority approves the RFP a copy of which may be requested from the Executive Director.
- B. Proposers may submit written inquiries regarding the RFP to the Executive Director on or before **Friday, September 21, 2018 at 9:00 a.m.** **Such written inquires and responses thereto shall be posted on the Authority’s website.**
- C. The Authority must receive the proposals **by 3:00 p.m.**, local time on **Monday, October 1, 2018.**
- D. After receiving proposals, the Authority will review and evaluate the proposals in a timely manner and rank the top three Proposers at an Audit Committee meeting presently scheduled for **Friday, October 12, 2018 on or about 9:30 a.m.**
- E. The Authority may but shall not be required to schedule oral presentations for the top three Proposers.
- F. The Authority may enter into a contract after conducting negotiations.

1.5 **DELAYS**

The Authority, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the Authority to do so. The Authority will notify all Proposers who requested the RFP from the Authority of all changes in scheduled due dates by written addendum.

1.6 **INQUIRIES**

All questions and communications concerning this procurement process, including requests for clarifications or additional information, must be submitted in writing via electronic mail to dbrandt@pbcgov.com.

1.7 **A. PROPOSAL SUBMISSION AND WITHDRAWAL**

THE AUTHORITY MUST RECEIVE ALL PROPOSALS BY 3:00 P.M., LOCAL TIME, ON MONDAY, OCTOBER 1, 2018.

The Authority will receive proposals at the following address:

Housing Finance Authority of Palm Beach County, Florida
100 Australian Avenue, Suite 410
West Palm Beach, FL 33406
Attn: Executive Director

The outside of the envelope must additionally be identified as follows: **Housing Finance Authority RFP, External Audit Services.**

Receipt of the proposal in the Authority's office after the time and date specified for any reason, including failure by the Proposer to provide the above information on the outside of the envelope, may result in the rejection of the offerer's proposal. The envelope must also include the Proposer's name and return address.

The Authority cautions Proposers to assure actual delivery of mailed or hand-delivered proposals **directly to the Authority's** office prior to the deadline set for receiving proposals. If hand delivered, the proposal must be submitted directly to the Executive Director, David M. Brandt or his Assistant, Jennifer Hamilton. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 233-3652, before the 5:00 p.m. deadline. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers shall submit **one (1) original and eight (8) photocopied sets** of the proposal in a sealed, opaque envelope/box marked as noted above. The Proposer may submit the proposal in person or by mail with an electronic PDF file of the application submitted to dbrandt@pbcgov.org not less than one week from October 1.

Proposers may withdraw their proposals by notifying the Authority in writing at any time prior to the time set for the proposal receipt deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the Authority and will not be returned to the Proposers.

1.8 **ADDENDUM**

Should revisions to the RFP become necessary, the Authority will provide a written addendum to all Proposers who requested the RFP from the Authority. Any and all addenda must be acknowledged. This Acknowledgement may be included as a statement in Proposer's Letter of Transmittal (as described below). Addenda may be downloaded from the Authority's website at www.pbchfa.org. The Authority reserves the right to reject as non-responsive proposals without an addendum acknowledgment for the most current addendum.

All Proposers should contact the Authority no more than five (5) calendar days before the date fixed for receiving proposals to ascertain whether any addenda have been issued. Failure of the Proposer to make this inquiry could result in its response being nonresponsive in the event addenda were issued and not acknowledged by the Proposer in their response.

No addendum will be issued later than five (5) calendar days prior to the date for receipt of proposals except an addendum withdrawing the RFP or one that includes postponement of the date for receipt of proposals.

1.9 SELECTION PROCESS

Selection shall be by the Authority in accordance with the criteria established in Part V of this RFP. Price will not be the sole factor for selection of a Proposer pursuant to this RFP. At its discretion, the Authority may require any Proposer to make an oral presentation of its submittal. An oral presentation provides an opportunity for the Proposer to clarify its submittal for the Authority. The Authority, if deemed necessary, will schedule such oral presentations.

The pricing structure submitted with the written proposal on the Proposed Fee Schedules form included herewith shall be firm. However, the Authority reserves the right to negotiate a “best and final” price with the finalist.

1.10 AWARD

The Authority anticipates retaining the Proposer who submits the proposal judged by the Authority to be the most advantageous to the Authority.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until all proposals are reviewed and one is accepted and approved by the Authority and a contract regarding the same is executed by the parties.

The Authority reserves the right to enter into contract negotiations with the selected Proposer. If the Authority and the selected Proposer cannot successfully negotiate a contract, the Authority may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the Authority arising from such negotiations.

The Authority reserves the right to reject all proposals, to waive any informality, and to solicit and re-advertise for new proposals. All contracts of the Authority for the purchase of goods and services in excess of \$10,000 shall be submitted to and approved by the Palm Beach County Board of County Commissioners before taking effect. The Authority cannot assure that such approval, if required, will be granted, and the Authority shall have no liability to any Proposer if its proposed contract with the Authority is not approved by the Board of County Commissioners.

1.11 PROPOSAL PREPARATION COSTS

Neither the Authority nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer’s ability to meet the requirements of the RFP.

1.12 ACCURACY OF PROPOSAL INFORMATION

Any Proposer which submits in its proposal to the Authority any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

1.13 INSURANCE

The awarded Proposer shall maintain insurance coverage reflecting the minimum amounts and conditions as set forth below:

Workers' Compensation and Employer's Liability coverage to apply to all employees of Proposer, regardless of the size of the firm in compliance with Florida Statutes Chapter 440.

Business Auto Policy, or similar form, shall have minimum limits of \$500,000 Per Occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. Coverage shall include coverage for all Owned Autos, Hired Autos and Non-owned Autos. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semitrailer designed for travel on public roads.)

Commercial General Liability, or similar form, shall have minimum limits of \$500,000 Per Occurrence Combined Single Limit for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Professional Liability, Contractual Liability and Broad Form Property Damage coverages.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), Certificate(s) of coverage shall clearly confirm that coverage required by the contract has been endorsed to include the Authority as an Additional Insured.

Further, said Certificate(s) shall unequivocally provide thirty (30) days written notice (except 10 days for non-payment) to the Authority prior to any adverse change, cancellation or non-renewal of coverage thereunder.

It is the responsibility of the Proposer to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance will be considered default of contract. All insurance must be acceptable to and approved by the Authority as to form, types of coverage and acceptability of the insurers providing coverage.

All insurance provided hereunder shall be endorsed to show that it is primary as respect to the Authority.

In the event the Proposer is a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

1.14 **LICENSES**

Proposers, both corporate and individual, must be fully licensed and certified in the State for the type of work to be performed at the time of submittal of their response to this RFP and, if a business entity, should be qualified by the Florida Secretary of State to do business in the State. Should the Proposer not be fully licensed and certified, its proposal shall be rejected.

1.15 **POSTING OF RFP AWARD**

The Authority shall post notice of its intended decision on the Authority's website. Failure to file a protest to the Executive Director of the Authority within the time period prescribed in Section 2-55 of the County Code of Ordinances shall constitute a waiver of a Proposer's right to appeal. It is the Proposer's sole responsibility to ascertain the time of posting of the award recommendation. This may be accomplished by telephone, e-mail or other means deemed timely by the Proposer.

1.16 **PUBLIC RECORDS**

Pursuant to Section 119.071(1)(b), Florida Statutes, upon the Authority providing notice of an intended decision or thirty (30) days after opening of the responses, whichever is earlier, any material submitted in response to this request for proposal will become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (the "Public Records Law"). In the event a Proposer wishes to claim an exemption to the disclosure requirements of the Public Records Law, the Proposer must identify, in its response, the specific material in the response for which the exemption is claimed and the applicable provision of the law, stating with specificity

the reason why such statutory exemption is applicable. The Authority reserves the right to make any final determination of the applicability of the Public Records Law.

1.17 PUBLIC ENTITY CRIME

Pursuant to Section 287.133, Florida Statutes, as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

1.18 DISCRIMINATION PROHIBITED

The Authority is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Proposers are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

1.19 NON-COLLUSION

Each Proposer certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more Proposer(s) over other Proposers. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with the Authority or the County may result in permanent debarment.

1.20 NO PREMIUMS, REBATES OR GRATUITIES PERMITTED

NO PREMIUMS, REBATES OR GRATUITIES ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIAL OR PROVISION OF SERVICES. ANY SUCH VIOLATION MAY RESULT IN AWARD CANCELLATION, RETURN OF MATERIALS, DISCONTINUATION OF SERVICES AND/OR DEBARMENT OR SUSPENSION FROM DOING BUSINESS WITH THE AUTHORITY.

1.21 CONFLICT OF INTEREST

All Proposers shall disclose with their response to this RFP the name of any officer, director or agent who is also an employee of, or a relative of an employee of, the County, a relative of an employee or member of the Authority, or an employee of, or relative of an employee of, the employer of any member of the Authority. Further, all Proposers shall disclose the name of any County employee, relative of a County employee, relative of an employee or member of the Authority, or an employee of, or relative of an employee of, the employer of any member of the Authority who owns, directly or indirectly, an interest of ten percent or more in the Proposer's firm or any of its branches.

1.22 LOBBYING

Proposers are advised that the County's lobbyist registration ordinance prohibits a Proposer, or anyone representing a Proposer, from communicating with any Authority member, staff or agent authorized to act on the Authority's behalf in connection with this RFP, i.e., a "Cone of Silence," provided, however, that Proposers who currently serve the Authority in a professional capacity may communicate with the Authority, strictly with respect to their current service in such professional capacity. The "Cone of Silence" is in effect from the date/time this request RFP is posted on the Authority's website, and terminates at the time the Authority enters into a contract with a Proposer, rejects all responses, or otherwise takes action which ends the solicitation process. Proposers may, however, contact the Executive Director of the Authority via written communication, i.e., e-mail or U.S. Mail, strictly with respect to questions relating to this RFP, which written communications shall be made available to all other Proposers.

1.23 **INDEPENDENT CONTRACTOR RELATIONSHIP**

Proposers shall be, in the performance of all work, services and activities under any contract entered into as a result of this RFP, an independent contractor and not an employee, agent or servant of the Authority. All persons engaged in any of the work or services performed pursuant to such contract shall at all times, and in all places, be subject to the Proposer's sole direction, supervision and control. Proposers shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Proposer's relationship, and the relationship if its employees, to the Authority shall be that of an independent contractor and not as employees or agents of the Authority.

[END OF PART I]

PART II MINIMUM REQUIREMENTS

*Note: Proposers shall provide documentation in their submittal to this RFP sufficient to clearly demonstrate that their firm meets or exceeds the following minimum requirement(s). Failure to provide this documentation may result in a Proposer's submittal being determined **non-responsive**.*

The Proposer shall meet the following minimum requirement(s):

1. The audit firm is licensed to practice in the State.
2. The audit firm is authorized to conduct business in the State.
3. The proposed engagement partner has performed continuous certified public accounting (CPA) services for governmental agencies for a minimum of five (5) years.
4. The firm is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.
5. The assigned professional personnel of the firm have received adequate continuing professional education as stipulated by Government Auditing Standards issued by the Comptroller General of the United States.
6. The firm is independent of the Authority as defined by generally accepted auditing standards and Government Auditing Standards.
7. The firm must submit with its response a copy of its most recent external quality control review report and letter of comment, along with a statement indicating whether the review included a review of specific governmental engagements, which external quality control review shall have been conducted within the last three years.
8. The proposed engagement partner, manager and senior auditor must have experience auditing at least three Florida governmental agencies preferably with special districts or county housing finance authorities which are similar with respect to size, services provided and required reporting.
9. The proposed engagement partner, manager and senior auditor must have experience performing audits of local governmental entities in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, the provisions of OMB Circular A-133, Audits of State and Local Governments, and the Rules of the Auditor General of the State of Florida.
10. The firm must maintain a permanent office in the State of Florida.

[END OF PART II]

PART III STATEMENT OF WORK

3.1 BACKGROUND INFORMATION

The Authority is a dependent special district created by Ordinance 2002-22 of the Board of County Commissioners of the County (the “BOCC”), as amended and supplemented (the “Ordinance”), pursuant to the Florida Housing Finance Authority Law encoded in Chapter 159, Part IV, Florida Statutes (the “Act”). The Authority is governed by a seven member board appointed by the BOCC. The Ordinance and the Act give the Authority the power to assist with the financing, acquisition, construction, reconstruction and rehabilitation of affordable housing and qualifying housing developments in the County.

In furtherance of its purposes under the Act and the Ordinance, the Authority issues multi-family and single family mortgage revenue bonds and surplus fund loans, the proceeds of which are used to finance the acquisition, construction, reconstruction and rehabilitation of affordable housing and qualifying housing developments in the County.

The Authority’s finances are comprised of a general fund (the “General Fund”), the funds of which are held under a custodial services agreement with the Authority’s banking institution, U. S. Bank National Association, used for the basic operations of the Authority as well as for the funding of loans to qualified borrowers under the Authority’s Surplus Fund Loan Program, and various funds and accounts relating to the Authority’s Bond Issues. The Authority does not receive any federal, State, County or local funding, grants or assistance.

The Authority uses the accrual basis of accounting.

More detailed information on the Authority can be found on the Authority’s website at www.pbchfa.org.

3.2 PERFORMANCE REQUIREMENTS

The Authority requires that the audit of its General Fund be completed and issued by each March 31 next succeeding the end of the Authority’s fiscal year. This will enable the Authority to meet deadlines established by the County to ensure the County includes accurate information in its Comprehensive Annual Financial Report. The Authority is soliciting proposals from qualified certified public accounting firms to perform an annual examination of its basic financial statements for the three fiscal years ending September 30, 2018, 2019 and 2020, with two options to renew the term of the engagement for up to two additional years each, subject to the approval of the Authority.

3.3 AUDITING STANDARDS

These audits are to be performed in accordance with all applicable regulations and requirements of governmental entities, including, but not limited to:

1. Generally Accepted Auditing Standards as issued by the American Institute of Certified Public Accountants (AICPA)
2. Government Auditing Standards issued by the Comptroller General of the United States
3. OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations
4. Rules of the Auditor General, State of Florida
5. Rules of the Florida Department of Financial Services
6. Section 218.39, Florida Statutes and any other applicable Florida Statutes
7. Provisions of any other rule, regulation, statute, ordinance or order which may pertain to the engagement

3.4 SCOPE OF WORK

The following tasks are required of the selected auditor:

1. The auditor will prepare and complete all required basic financial statements and notes thereto based on financial statement compilations as prepared by the Authority's outside accounting firm. The statements are to be in compliance with GAAP and the requirements.
2. The auditor will be required to perform an annual examination of the basic financial statements of the Authority to express opinions on the fairness with which the statements present the financial positions, results of operations, and changes in financial position in conformity with generally accepted accounting principles.
3. The auditor will be required to perform an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.
4. The auditor will evaluate the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the auditor is to perform tests of controls and properly document its assessment. Significant deficiencies and material weaknesses shall be communicated in writing in accordance with generally accepted auditing standards.
5. The auditor will be required to perform an examination of any additional financial information necessary to comply with generally accepted auditing standards.
6. The scope of the audit is required to include any additional activities necessary to establish compliance with the term "financial audit" as defined and used in Government Auditing Standards.
7. The scope of the audit will encompass the additional activities necessary to establish compliance with United States Office of Management and Budget (OMB) Circular No. A-133 and other applicable Federal and State laws.

3.5 REPORTS ISSUED

Following completion of the audit of the fiscal year financial statements, the auditor shall issue its reports with regard to the basic financial statements of the Authority in accordance with Chapter 10.550 of the Rules and Guidelines of the Florida Auditor General ("Rule 10.550"), which shall include (if required), but not be limited to, the following:

1. A report on the basic financial statements. This report must include at a minimum:
 - a. A statement as to whether the financial statements are presented in accordance with generally accepted accounting principles;
 - b. An expression of opinion regarding the financial statements taken as a whole, or an assertion to the effect that an opinion cannot be expressed including the reasons therefore; and
 - c. A statement that the audit was conducted in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.
2. A report on compliance and internal control over financial reporting.

3. A management letter as required by Sections 218.39 and 215.97, Florida Statutes and Rule 10.550 which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses.
4. Irregularities and Illegal Acts-the auditor is required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: AUTHORITY Board, Executive Director, and General Counsel.
5. Schedules of Cash Receipts and Disbursements of the General Fund, Balance Sheet, Statements of Revenue, Expenses and Changes in Fund Balance, Statement of Cash Flows and notes to Financial Statements, as well as Supplementary Information and Compliance Reports.

3.6 **SCHEDULE FOR CONDUCTING AUDITS**

Timeliness is critical in the performance of the audit. The auditor shall coordinate with the Executive Director and endeavor to accomplish the audit in a phased in approach throughout the year, including the timing for completion of an entrance conference, interim audit work, year-end field work, audit adjustments and draft findings, exit conference and issuance of reports, in order to reduce the year-end workload on both the audit firm and Authority staff. The Authority will make necessary records available to the auditor through the year to assist in this regard.

3.7 **FINAL REPORTS**

The auditor will deliver in draft form all required reports listed in Section 3.5 not later than February 1 following the fiscal year for which such reports were completed. It is then anticipated that responses to management letter comments and single audit findings will be prepared by the Authority and returned to the auditor for review by February 15. All required final reports will then be delivered no later than one (1) week prior to the Authority's next Board meeting typically scheduled for the second Friday in March.

3.8 **PRESENTATION TO AUTHORITY BOARD**

The partner in charge of the audit, the audit manager or other CPA assigned to the audit is required to attend one or more public meetings as deemed necessary by the Authority for discussion of the audit report.

3.9 **ADDITIONAL SERVICES**

The Authority may issue one or more official statements for the sale of bonds during the term of any engagement entered into as a result of this RFP. The official statement will contain the basic financial statements. The auditor shall be required to issue, upon request, a consent and citation of expertise as auditor, "comfort letters" and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the Authority shall be included in the base fee submitted by the Proposer.

3.10 **RETENTION AND ACCESS OF WORKING PAPERS**

1. The auditor's work papers are the property of the auditors and shall be held locally for a period of five (5) years. Work papers shall be available for examination or duplication without charge to authorized Authority personnel, representatives of Federal, State or County agencies upon request of such agency or the Authority in accordance with Federal, State or County laws, statutes, ordinances and other regulations. Working papers will also be made available for examination, at no charge, or duplication, at a reasonable charge, to subsequent auditors engaged by the Authority.
2. The auditors agree to notify the Authority immediately if any regulatory or other government agencies request a review of the audit work papers concerning the Authority.

3.11 **OTHER REQUIREMENTS**

1. The auditor shall notify the Authority immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself. The auditor shall be required to make an immediate written report of all irregularities and illegal acts.
2. The auditor must designate one (1) "key" member of the audit team. The Authority shall reserve the right to approve any substitutions or changes in the staff designated as "key."
3. The auditor shall provide the Authority with a copy of each external quality control review report and letters of comment for each review conducted during the time period engaged by the Authority.
4. All requirements and conditions set forth in this RFP shall be incorporated into the contract to be entered into by and between the Authority and the selected firm, unless otherwise specified in the contract.

3.12 **INFORMATION PROVIDED BY THE AUTHORITY**

The Authority will provide, at a minimum, the following, on or before each December 31 next succeeding the end of a fiscal year, or on an as-needed basis where applicable, to assist the auditor in performing the annual audit:

1. Detailed general ledger and preliminary trial balance printouts at September 30 and any other time periods requested by auditor.
2. Various schedules and worksheets designed to assist and provide backup information to the auditor.
3. Other information requested by the auditor and mutually agreed upon by the Executive Director.
4. Assistance in the preparation of the Management Discussion and Analysis.
5. Assistance in risk assessment process and risk assessment standards throughout the audit process.

[END OF PART III]

**PART IV
INSTRUCTIONS FOR PREPARING PROPOSALS**

4.1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. **The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.**

4.2 LETTER OF TRANSMITTAL

This letter shall summarize in a brief and concise manner, the Proposer's understanding of the scope of work and shall make a positive commitment to timely perform the work. The letter must include the name and address of every person having an interest in the proposal; and in the case of a corporation, the names and addresses of its officers. Proposals shall be signed by the person or member of the firm making the proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the corporation and his or her own name. Each addendum issued by the Authority must be acknowledged in the Letter of Transmittal. The Letter of Transmittal should not exceed two (2) pages in length.

4.3 PROPOSAL REQUIREMENTS

In addition to the Letter of Transmittal, the submission must include, at a minimum, the following:

1. General:
 - a. Table of contents providing a clear identification of the material by section and by page number.
 - b. Description and history of the make-up and composition of the firm, including, but not limited to, overall size of the firm.
 - c. Relevant government auditing experience of firm and personnel assigned to the audit, list of audits performed during the past five years, and current engagements/clients.
 - d. References from not less than three (3) local governmental entities in the State for which the firm has performed similar work, including any special district or county housing finance authority.
 - e. Total staff available for this audit and the anticipated percent of audit work to be performed by various levels of staff.
 - f. Resumes of partners, managers and other supervisory staff assigned to this audit, which include the following information:
 - Formal education
 - Licensure
 - Supplemental education relative to governmental accounting
 - Experience in public accounting and auditing in general
 - Experience in private business or government
 - Experience in auditing governmental units
 - Membership in various national and State governmental accounting boards, committees, or associations (past and present)
 - Professional recognition, such as Certified Public Accounting licenses, awards, etc.

- g. A statement setting forth the Proposer's understanding of the work to be done and a positive commitment to meet or exceed specifications stated in Sections 3.4 and 3.5 above and a positive commitment to perform the work within the time period specified.
 - h. An affirmative statement that the firm is independent of the Authority as defined by generally accepted auditing standards and Government Auditing Standards.
2. The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request for proposal. Proposers will be required to provide the following information on their audit approach:
- a. Proposed segmentation of the engagement
 - b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
 - c. Sample size and the extent to which statistical sampling is to be used in the engagement
 - d. Extent of use of EDP software in the engagement
 - e. Type and extent of analytical procedures to be used in the engagement
 - f. Approach to be taken to gain and document an understanding of the Authority's internal control structure
 - g. Approach to be taken for determining which laws and regulations should be tested for compliance
 - h. Method of drawing samples for tests of compliance
3. A tentative schedule for performing key aspects of the audit.
4. A fee schedule for the complete audit using the attached Proposed Fee Schedule, for each year of the contract (2018, 2019 and 2020). Include staff hourly rates to be used for any additional work which may be requested by the Authority which is outside the scope of the contract.
5. The auditor is free to include any promotional material pertaining to the auditor or audit firm; however, that promotional material shall not be considered the proposal in and of itself. Promotional materials will be considered supplemental information.
6. Copies of CPA licenses for all individual CPAs assigned to the audit and for the firm in the State of Florida.
7. A Certificate of Good Standing for the firm from the Florida Secretary of State, and evidence that the firm is a legal entity licensed to practice in the State and has performed continuous certified public accounting services for a minimum of five (5) years.
8. Positive affirmation that all CPAs assigned to the engagement have properly maintained continuing education requirements in governmental accounting as required by the Board of Accountancy.
9. Location of the office from which the audit will be conducted and number of personnel in that office who would be working on the audit.

10. A copy of the most recent external quality control review report and letter of comment along with a statement indicating whether the review included a review of specific governmental engagements.
11. The results of any Federal or state desk review or field audits during the past three (3) years.
12. A description of the circumstances and status of any disciplinary actions taken or pending against the firm or any partners or employees of the firm by federal or state (including states other than the State) regulatory bodies or professional organizations during the past three (3) years.
13. A description of any litigation or proceeding during the past three (3) years, whereby a court or any administrative agency has ruled against the firm or any of the professional staff in any manner related to its professional activities.
14. A statement that, if awarded the contract, the firm will provide evidence of required limits on a Certificate of Insurance.
15. A description of the firm's office's experience in preparing governmental financial statements.
16. The Proposer's Federal Employer ID number.
17. Evidence of certification by the Palm Beach County Office of Small Business Assistance, if applicable
18. **Additional Data** - Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

[END OF PART IV]

**PART V
EVALUATION OF PROPOSALS**

5.1 EVALUATION METHOD AND CRITERIA

The Authority will evaluate proposals and rank in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the required services and which meet the best interests of the Authority; provided, however, that if fewer than three (3) firms respond to this RFP, the Authority shall rank all proposals. If it deems necessary, the Authority may ask for oral presentations by the three highest ranked or, in the event that less than 3 proposals are received, all, Proposers. Upon completion of the oral presentations, if required, the Authority may determine to re-rank the Proposers who provided such oral presentations. Thereafter, the Authority will enter into contract negotiations with the highest ranked Proposer. In the event that the Authority and the highest ranked Proposer are unable to come to an agreement as a result of such contract negotiations, the Authority will then enter into contract negotiations with the next highest ranked Proposer, and will continue on until a contract is successfully entered into or the Authority determines to reject all proposals and commence a new Request for Proposals. The Authority shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Authority's decisions will be final.

The Authority's evaluation criteria may include, but shall not be limited to, consideration of the following:

QUALIFICATIONS

- Demonstrated experience performing governmental audits in general, and specifically to special district or county housing finance authorities
- Staffing to perform the engagement
- Evidence of a capable and well-organized engagement team and management plan
- Procedures to ensure quality control, compliance and confidentiality of information obtained
- Education and experience in public and private accounting
- Evidence of improved efficiency/effectiveness resulting from audits performed

PROJECT UNDERSTANDING

- Understanding scope of services
- Quality of overall proposal/plan of action

PRICE PROPOSAL

- Reasonableness of proposed price

SMALL BUSINESS ENTERPRISE

- Proposer or subcontractor is a County certified SBE

LOCAL PREFERENCE

- Permanent place of business in the County

5.2 **WEIGHTED CRITERIA**

Only those firms certified by the County as a Small Business Enterprise and/or with a permanent place of business in Palm Beach County at the time of the RFP opening, and evidence thereof provided in the response, shall be eligible to receive points for the respective category. The following criteria categories and weights shall be utilized in the initial evaluation of the proposals:

CRITERIA	WEIGHT
Qualifications	40% (40 points)
Project understanding	10% (10 points)
Price proposal	40% (40 points)
Small Business Enterprise	5% (5 points)
Local Preference	5% (5 points)

[END OF PART V]

PROPOSED FEE SCHEDULE

The Authority anticipates awarding a contract with a fee for services for the initial three (3) year term of the engagement.

The fee include all expenses, including but not limited to, travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task.

POSITION	EST. TOTAL HOURS	PROPOSED HOURLY RATE	EXTENDED COST
Partners		\$	\$
Managers		\$	\$
Supervisory Staff		\$	\$
Staff		\$	\$
PROPOSED TOTAL FIXED FEE:			\$

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